IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	)
TODD PHILLIPS,	)
Debtor	)
	) Bankruptcy No. 22-10023-TPA
SANTANDER CONSUMER USA INC.	)
dba CHRYSLER CAPITAL,	)
Movant	) Chapter 13
	)
v.	)
	) Related To Document No. 19
TODD PHILLIPS,	)
Respondent(s)	)
	)
RONDA J. WINNECOUR,	)
Trustee	)
	)

STIPULATION

NOW COMES, Santander Consumer USA Inc. dba Chrysler Capital ("Chrysler

Capital"), by and through its counsel, Morton & Craig LLC, and Todd Phillips ("Debtor") by and

through his counsel Sean Logue, Esquire, and stipulate and agree as follows:

RECITALS

WHEREAS, the Debtor filed a voluntary petition for relief under Chapter 13 of Title 11,

United States Code on January 17, 2022;

WHEREAS, the Debtor and Chrysler Capital are parties to a Motor Vehicle Installment

Sales Contract dated April 30, 2013 (the "Contract") whereby the Debtor financed the purchase

of a **2013 Dodge Ram 2500** bearing Vehicle identification number 3C6UR5FL5DG573703 (the

"Vehicle");

WHEREAS, the Debtor filed a Chapter 13 Plan on January 31, 2022 in which the Debtor

proposed to modify Chrysler Capital's lien and pay Chrysler Capital a total of $11,353.00 with

interest at 0.0% for the Vehicle;

WHEREAS, Chrysler Capital filed a secured proof of claim on January 26, 2022 in the amount of $19,304.78 with contract interest accruing at an annual rate of 15.24%;

WHEREAS, the Debtor and Chrysler Capital have resolved the issues surrounding the Debtor's treatment of Chrysler Capital's secured claim in the Chapter 13 Plan and seek to enter into this Stipulation to resolve said issues.

NOW THEREFORE, the Debtor and Chrysler Capital hereby stipulate and agree as follows:

1. The Chapter 13 Plan dated January 31, 2022 shall incorporate the terms of this Stipulation as it relates to Chrysler Capital's secured claim or if the Debtor decides to file an amended Chapter 13 Plan, said amended Chapter 13 Plan shall incorporate the terms of this Stipulation as it relates to Chrysler Capital's secured claim.

2. That Chrysler Capital shall have a secured claim in the amount of $19,304.78 with annual interest to accrue at 6.25%, with any remainder of Chrysler Capital's claim to be treated as an unsecured claim.

3. That Chrysler Capital shall retain its lien on the Vehicle until the earlier of payment of the underlying debt under non-bankruptcy law or the Debtor receiving a discharge. Upon payment in accordance with these terms and successful completion of the Chapter 13 Plan by the Debtor, and the Debtor receiving a discharge, Chrysler Capital shall release its lien on the Vehicle.

4. That this Stipulation shall become null and void, without further Order of Hearing, if the Debtor's underlying Chapter 13 Bankruptcy case is converted to a Chapter 7 case or if the underlying Chapter 13 Bankruptcy case is dismissed.

Consented To:

/s/ William E. Craig
William E. Craig, Esquire
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dba Chrysler Capital

/s/ Sean Logue
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Chapter 13 Trustee

AND NOW, this _____ day of _____, 2022, upon consideration of the Stipulation

entered into by counsel for Santander Consumer USA Inc. dba Chrysler Capital and with the

Debtor, it is hereby ORDERED, ADJUDGED and DECREED that the terms of the foregoing

Stipulation are hereby approved in their entirety.

BY THE COURT:

_____

The Honorable Thomas P. Agresti